

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

FILED
IN CLERK'S OFFICE
U.S. DISTRICT COURT, E.D.N.Y.

D/E
C/M

★ JUN 07 2005 ★

ARKADY FRIDMAN,

BROOKLYN OFFICE
Plaintiff,

STIPULATION OF
SETTLEMENT AND ORDER OF
DISCONTINUANCE

-against-

04 CV 3762 (NGG)(LB)

CITY OF NEW YORK PARKS & RECREATION,

Defendant.

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WHEREAS, Plaintiff commenced this action on or about August 30, 2004, alleging that Defendant New York City Department of Parks & Recreation discriminated against him in violation of the Age Discrimination in Employment Act of 1967; and

WHEREAS, Defendant denies the truth of Plaintiff's allegations and any and all liability arising out of Plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced proceeding is hereby dismissed and discontinued, with prejudice, and without costs, expenses, or fees.

2. The New York City Department of Parks & Recreation hereby agrees to employ Plaintiff as a seasonal City Parks Worker within the County of Kings, for the time period beginning on or about June 13, 2005 and ending on September 2, 2005, subject to the Civil Service law of the State of New York, the New York City Department of Parks and Recreation

Departmental Rules and Regulations, and the taking and passing of a drug-test administered by the New York City Department of Parks & Recreations.

3. In consideration for the above, Plaintiff agrees to the dismissal and discontinuance, with prejudice, of all the claims that were or could have been raised in the above-referenced action, including all claims for costs, expenses and attorney fees, and to release the New York City Department of Parks and Recreation, its successors or assigns, and all present and former officials, employees, representatives and agents of the City of New York and the New York City Department of Parks and Recreation (collectively the "Released Parties") from any and all claims, liabilities and/or causes of action which Plaintiff has or may have against any of the Released Parties resulting from anything which has happened up to now whether known or unknown including, but not limited to, any and all liability, claims or rights of action which were or could have been alleged in this proceeding, including all claims for costs, expenses and attorney fees.

4. Plaintiff shall execute and deliver to Defendant's attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraphs "2" and "3" above.

5. By executing this agreement, Plaintiff acknowledges that in accordance with the Older Workers Benefit Protection Act (29 U.S.C. § 626), (i) he enters into this Stipulation voluntarily and with full understanding and knowledge of its consequences; (ii) he has been advised to consult with an attorney before executing this Stipulation; (iii) he has waived the twenty-one (21) day period to review and consider whether to sign this Stipulation; and (iv) he has been advised that he has seven (7) days following his execution to revoke it (the "Revocation Period").

6. This Stipulation will not be effective and enforceable until the Revocation Period has expired. Such revocation shall only be effective if an originally executed written notice or revocation is delivered to Defendant's counsel on or before 5:00 p.m. on the seventh day after the date of Plaintiff's execution of this Stipulation. If so revoked, this Stipulation shall be deemed to be void ab initio and have no force or effect.

7. Nothing contained herein shall be deemed to be an admission by the Defendant of the truth of any of the allegations contained in the verified complaint or amended complaint, or an admission by the Defendant that it has in any manner or way violated Plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the New York City Department of Parks and Recreation or the City of New York, or any other rules, regulations or bylaws of any department or subdivision of the City of New York, or Parks. This Stipulation of Settlement and Order of Discontinuance may not be used or offered into or entered into evidence in any litigation, mediation, alternative dispute resolution, or any other forum, for any purpose whatsoever except to enforce the terms of this stipulation.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the Defendant or of the City of New York.

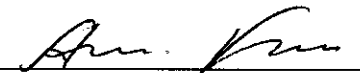
9. This Stipulation of Settlement and Order of Discontinuance contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation of Settlement and Order of Discontinuance regarding the subject matter of the instant proceeding

shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

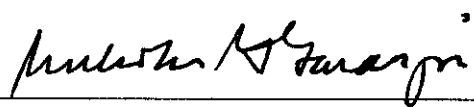
Dated: New York, New York
May 3, 2005

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By: 
Arkady Fridman

By: 
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Assistant Corporation Counsel

so ordered.

Judge *June 6, 2005*

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ARKADY FRIDMAN,

Plaintiff,

-against-

CITY OF NEW YORK PARKS & RECREATION,

Defendant

**STIPULATION OF SETTLEMENT AND
DISCONTINUANCE**

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Of Counsel: Pamela Richardson

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NYCLIS No. 04 LE 000376

Due and timely service is hereby admitted.

New York, N.Y......, 200...

..... Esq.

Attorney for.....